



Assumption of Risk and Waiver – 4-H Guests and Third-Party Participants*: Coronavirus/COVID-19

IMPORTANT

YOUR LEGAL RIGHTS ARE IMPACTED BY THIS DOCUMENT. PLEASE REVIEW IT CAREFULLY BEFORE SIGNING

In the face of the worldwide health emergency caused by Coronavirus/COVID-19, 4-H Canada, the various 4-H provincial organizations, and the 4-H community clubs operating throughout Canada (collectively, “4-H”), recognize the desire to **return to 4-H in person programming** for the benefit of our members, with safety being our first priority. Despite this desire, 4-H cannot guarantee that you will not become infected with Coronavirus/COVID-19 as a result of participation in 4-H events. Further, 4-H events could increase the risk that you could become infected with Coronavirus/COVID-19. This Assumption of Risk and Waiver is intended to limit the ability of you to recover damages against 4-H – it should be read carefully. **Please read carefully and initial each acknowledgement:**

In consideration of participating in 4-H programming, related events or activities the undersigned acknowledges the following:

Acknowledgements (these acknowledgements impact your legal rights)	Initials
1. Coronavirus/COVID-19 is highly contagious and I voluntarily assume the risk that I may be exposed to or infected by Coronavirus/COVID-19 by participating in 4-H programming; and that such exposure or infection may result in personal injury, illness, permanent disability, or death to myself, family members or individuals that I may interact with outside of 4-H programming. I understand that many public health authorities may still recommend practicing social distancing.	
2. I understand and acknowledge that the risk of me becoming exposed to or infected by Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, 4-H employees, volunteers, and program participants and their families. I further agree and acknowledge that I am increasing the risk of myself becoming exposed to or infected by Coronavirus/COVID-19 by participating in 4-H programming.	
3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, other family members or individuals that I may interact with outside of 4-H programming, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, other family members or individuals that I may interact with outside of 4-H programming may experience or incur in connection with my participation in 4-H programming.	

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<p>4. On my behalf, and on behalf of my heirs, any personal representatives, or next of kin, I hereby release, covenant not to sue, discharge, and hold harmless 4-H, and their respective employees, volunteers, agents, representatives, and affiliates, of and from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of 4-H or their respective employees, volunteers, agents, representatives, and affiliates, whether a Coronavirus/COVID-19 infection occurs before, during or after participation in 4-H programming.</p>	
<p>5. I understand that by signing this document, I agree that if I am exposed to or infected by Coronavirus/COVID-19 during participation in 4-H programming, then I may be found by a court of law to have waived my right to maintain a lawsuit for a claim of negligence.</p>	
<p>6. I represent that I do not have any medical or physical condition which could interfere with my safety in in-person 4-H programming, or else I am willing to assume the risk of and bear the costs of all risks that may be created, directly or indirectly, by any such condition.</p>	
<p>7. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be available to me if I choose not to assume the risks herein and waive the rights herein, and I agree that the opportunity to participate in return for the execution of this document is a reasonable bargain.</p>	
<p>8. I agree that I will practice safe physical distancing and clean hygiene as per provincial and local health authority guidelines (i.e. Hand washing and sanitization, coughing and sneezing etiquette, proper use of masks) during my participation in 4-H programming.</p>	
<p>9(a). I am not experiencing any symptom of illness such as cough or barking cough, shortness of breath, fever and/or chills, muscle aches/joint pain, headache, sore throat, extreme tiredness, stuffy/congested nose, nausea, vomiting and/or diarrhea, and I agree I will not participate in any future in person 4-H programming if I am experiencing symptoms of illness.</p>	
<p>9(b). I agree that if myself or my child(ren) have travelled internationally, we will adhere to the federal, provincial and local public health guidelines in place at the time of return travel.</p>	
<p>9(c). I agree that if myself or my child(ren) have travelled outside of the provincial border and within Canada, we will adhere to provincial and local public health guidelines in place at the time and jurisdiction of travel.</p>	

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9(d). I have not been diagnosed with Coronavirus/Covid-19 or not yet cleared as non-contagious by provincial or local public health authorities, and I agree that I will not participate in any future in person 4-H programming if I am diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by provincial or local public health authorities.	
9(e). I do not believe that I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19, and I agree I will not participate in any future in person 4-H programming if I believe that I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.	
9(f). I will adhere to public health regulations that are in effect in the district where the meeting or event is happening and limiting my exposure to the Coronavirus/COVID-19, and I agree that I will not participate in any future in person 4-H programming unless I continue to follow all public health authority recommended guidelines and limit my exposure to the Coronavirus/COVID-19.	

I have read and understood this document and I agree to be bound by its terms.

Guest/Third Party Signature: _____ Date: _____

Signature and Name of Parent/Guardian (if the Guest/Third Party is a minor**):

Signature: _____ Name: _____

Guest/Third Party Name: _____

Guest/Third Party (Parent/Guardian**) Email: _____

Guest/Third Party (Parent/Guardian**) Telephone: _____

**4-H Guests and Third-Party Participants: Guests refer to individuals who have been invited to attend or participate in 4-H events, programs and/or activities. For example, a guest speaker, or friend of a 4-H member who was invited to attend a 4-H event. Third-party participant refers to individuals who are outside of 4-H but attending a 4-H event, program and/or activity, for example a member of the public at a fundraising event.*

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